




State of California
Commission on Peace Officer Standards and Training (POST)
1601 Alhambra Blvd.
Sacramento, CA 95816-7083
916.227.3909 / 916.227.4011 fax
800.441.7678

Subscription Service Agreement

For Use by Agencies Not in the California POST Program

Agency Name		Dept. or Division	
Agency Street Address ("Venue")			
City	State	ZIP	Country
Agency BILLING Address (if different from above)			
City	State	ZIP	Country
Phone	Fax	Other Phone	Email
Jurisdiction <input type="radio"/> Federal <input type="radio"/> State <input type="radio"/> County <input type="radio"/> City <input type="radio"/> _____		Agency Type <input type="radio"/> Law Enforcement <input type="radio"/> Academy/Trng Center <input type="radio"/> School/College <input type="radio"/> Private	
Service Areas (if more than one "Venue" listed above)			

Telecourses	Produced exclusively by California POST and subject matter experts from across California, these documentary-style instructional programs are designed for in-service and advanced law enforcement training. Contemporary key themes and realistic scenarios are integrated into each CPTN telecourse. Telecourses are divided into roll-call length segments of 15-20 min. each, for a total of approximately two hours of video training. Printed Reference Guides occasionally accompany Telecourse programs. See the complete list of available Telecourses online at www.post.ca.gov/training/cptn .	<input type="radio"/> Single DVD or VHS ¹ \$99 each			
		<input type="radio"/> Annual DVD Subscription ² \$698 per year			
	Features timely developments in case law that directly affect peace officers on the street. These concise legal update segments offer perspective from experts within the California Court of Appeals, Orange County Superior Court, and Alameda County District Attorney's Office. Topics include civil liability, detention, evidence, interrogation and Miranda issues, search and seizure, search warrants, and vehicle stops. Segments are 5-10 min. each, for a total of approximately one hour per monthly program. See the complete list of available Case Law Today programs online at www.post.ca.gov/training/cptn .	<input type="radio"/> Quarterly DVD or Monthly VHS ³ \$99^{DVD} or \$39^{VHS} each			
		<input type="radio"/> Annual DVD Subscription ⁴ \$298 per year			
Subscription Service Dates	Begin (mo/yr)	End (mo/yr)	TOTAL ►	\$. 00

Prices shown include tax (where applicable), shipping, and handling charges. ¹ Programs dated July 2003 and beyond available on DVD format only. ² Minimum of 12 Telecourse DVD programs with annual subscription. ³ Programs dated January 2003 and beyond are on DVD only, containing 3 months (18 segments) per quarterly DVD at \$99. ⁴ Annual subscription available on DVD only; annual is 12 months (72 segments) for total of 4 quarterly issued DVDs.

Payment Information
<input type="radio"/> Check/Money Order Enclosed No. _____ <input type="radio"/> Purchase Order Enclosed No. _____
Enclose check, money order, or purchase order payable to "Commission on POST" at the address shown above.

The undersigned Agency agrees to subscribe to the California POST Television Network ("CPTN") service offered by California POST ("POST") under the terms and conditions outlined on both sides of this form.			
► _____ / _____	_____ / _____	_____ / _____	_____ / _____
Authorized Agency Representative - Sign	Date	Print Name	Title

POST/CPTN Use Only			
► _____ / _____	_____ / _____	_____ / _____	_____ / _____
Authorized POST Representative - Sign	Date	Print Name	Title



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Subscription Service Agreement

ADDITIONAL TERMS AND CONDITIONS

- 1. Services.** Agency agrees to subscribe to CPTN¹ law enforcement training and informational programs via the VHS or DVD-delivered video programming service ("CPTN Subscription"), a "Service" offered by POST² as indicated on the opposite page. Programs are distributed via First Class mail, US Postal Service.
- 2. Rights to Use the Service.** California POST/CPTN hereby grants to the Agency subscribing to the Service ("Subscriber") the nonexclusive right to view the programs provided by the Service in accordance with the rates and terms specified herein.
- 3. Term.** The term of this Agreement will begin upon execution by both parties and for the Subscription Service Dates indicated ("Initial Term"). At the end of the Initial Term and any Additional Term, this Agreement shall automatically be extended for an additional Period ("Additional Term"), unless 60 days prior to such date, either party gives notice in writing of its intent to terminate this Agreement.
- 4. Service Fees.** Subscriber shall pay POST a fee as indicated on the opposite page for the Services ("Service Fee"). All payments must be received by POST before the Service is performed. Monthly subscribers must submit payment to POST on or before the thirtieth (30th) day of month preceding the Service. All payments shall be made payable to the Commission on POST at the following address: California Commission on POST, 1601 Alhambra Blvd., Sacramento, CA 95816-7083.
- 5. Equipment.** Subscriber will acquire the appropriate technology for using the Service including: (a) a VHS videocassette player or DVD player and television set, and (b) the cables, connections, and any other hardware or software necessary and/or recommended for the proper operation of all components ("the System") in order to use the CPTN Subscription. Subscriber is solely responsible for the acquisition, operation and maintenance of the System.
- 6. Covenants of Agency.** Subscriber agrees that the Services will be displayed for, or available for viewing by, only Subscriber personnel and in the case of teaching institutions, the registered students of the Subscriber. Subscriber shall not record or in any way distribute, or cause to record or distribute, or allow employees, agents, vendors, students or others, to record or distribute, the Service, and/or the programs and elements thereof, for use at any Venue other than his or her own Venue, and/or within their Service Area.
- 7. Copyright and Trademark Rights.** All licenses, rights, and interests in, to and with respect to the Service, and/or the programs and elements thereof, not specifically granted herein to Subscriber including, without limitation, all rights of copyright and trademark, shall be reserved to California POST and other independent program producing entities whose programs are included in the Service, and whose rights are reserved.
- 8. Indemnity.** Subscriber shall indemnify and hold harmless California POST and the State of California against and from all liabilities, claims, loss, costs, damages and expenses arising out of, or related to, Subscriber's use of the Service, and/or the programs and elements thereof, use of the licensed mark (CPTN), and/or use of any and all policies, practices, and/or procedures demonstrated, described, or recommended. Without limiting the foregoing, POST shall not be liable for any delays, preemptions or other failure to perform, including but not limited to DVD or VHS failure, for reasons beyond the control of POST or its subcontractors.
- 9. Power to Enter into Agreement.** Subscriber represents and warrants to POST that it has the power and authority to enter into these Terms and Conditions.
- 10. Amendments.** This Agreement may be amended in writing and such amendments will be in effect only after being signed by both parties.
- 11. Entirety of Agreement.** This Agreement with attachment constitutes the entire agreement between the parties with regard to the Program.
- 12. Choice of Law: Jurisdiction and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action based upon an Agreement, either explicit or implied, shall be brought exclusively in the appropriate court of the state of California, county of San Diego.
- 13. Notices.** All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if sent by registered mail addressed to the parties at their addresses indicated on the face sheet hereto.

¹ "CPTN" and the Services provided under the CPTN mark are sponsored by the California Commission on Peace Officer Standards and Training ("California POST").

² "POST" is the California Commission on Peace Officer Standards and Training, an agency of the State of California.